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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

WELLS FARGO BANK, N.A.,

Plaintiff,

vs.

JERRY C. APODACA, an individual,  
 COVENTRY CAPITAL, LTD., a Grand  
 Cayman Island LTD., MALLORY P. HILL, an  
 individual, and COVENTRY CAPITAL  
 MANAGEMENT LIMITED, a Nevis  
 corporation,

Defendants,

MALLORY P. HILL, an individual, and  
 COVENTRY CAPITAL MANAGEMENT  
 LIMITED, a Nevis corporation,

Cross-Claimants,

vs.

JERRY C. APODACA, an individual, and  
 COVENTRY CAPITAL, LTD., a Grand  
 Cayman Island LTD.,

Cross-Defendants.

No. C 06-00524 JCS

STIPULATION AND ~~PROPOSED~~ ORDER

1 Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") and Defendants and Cross-  
 2 Claimants Mallory P. Hill and Coventry Capital Management Limited (collectively "Hill  
 3 Defendants") **STIPULATE AND AGREE** as follows:

4 1. Oracle Corporation ("Oracle"), Global Logistics Technologies, Inc. ("G-  
 5 Log") and others entered into an Agreement and Plan of Merger, dated September 19, 2005  
 6 ("Merger Agreement"), under which G-Log became a wholly-owned subsidiary of Oracle. The  
 7 Merger Agreement provides that G-Log shareholders have the right to receive cash in exchange  
 8 for their shares in G-Log in the amounts and on the terms and subject to the conditions set forth  
 9 in the Merger Agreement ("Closing Payment").

10 2. G-Log's records identify an entity named Coventry Capital as a G-Log  
 11 shareholder to whom a portion of the Closing Payment is due. Those records state Coventry  
 12 Capital holds 727,822 shares of G-Log Series E preferred stock ("Coventry Capital Shares"). As  
 13 of November 2, 2005, the Closing Payment attributable to the Coventry Capital Shares totaled  
 14 \$1,823,988.69 ("Coventry Capital Closing Payment").

15 3. Oracle appointed Wells Fargo the Custody and Exchange Agent to  
 16 disburse the Closing Payment to the G-Log shareholders and placed all of the Closing Payment  
 17 into a custody account with Wells Fargo to allow Wells Fargo to distribute the Closing Payment  
 18 to the G-Log shareholders, including Coventry Capital. Wells Fargo has no interest in the  
 19 Coventry Capital Shares or the Coventry Capital Closing Payment.

20 4. In the process of attempting to distribute the Coventry Capital Closing  
 21 Payment, Wells Fargo encountered competing claims to it. Jerry C. Apodaca ("Apodaca")  
 22 claimed the Coventry Capital Shares belonged to defendant Coventry Capital Ltd. ("Coventry  
 23 Capital Cayman"), an entity Apodaca claimed to control (collectively, the "Apodaca  
 24 Defendants"). Mallory P. Hill ("Hill") claimed the Coventry Capital Shares belonged to  
 25 defendant Coventry Capital Management Limited ("Coventry Capital Nevis"), an entity Hill  
 26 claimed to control.

1           5.       On January 27, 2006, unable to determine the rightful owner of the  
2   Coventry Capital Shares entitled to the Coventry Capital Closing Payment, Wells Fargo filed this  
3   action for Interpleader (the "Interpleader Complaint") and deposited the Coventry Capital  
4   Closing Payment with the Court.

5           6.       Apodaca and Hill were previously involved in at least two other cases in  
6   the Northern District of California in which they submitted competing claims for G-Log shares.  
7   Apodaca Investment Offshore (Cayman), Ltd. v. Jerry C. Apodaca, et al., No. C-02-1419 JCS  
8   (N.D. Cal.) (in which the Final Judgment orders Apodaca Investment Partners, L.P. to transfer  
9   certain G-Log shares to Hill); Drax Holdings, L.P. v. Jerry C. Apodaca, et al., No. C-02-2338  
10   JCS (N.D. Cal.) (first ordering appointment of a receiver to take possession of Apodaca  
11   Investment Partners, L.P.'s assets and later ordering release of the receiver and referencing a  
12   settlement between the parties). Because of these prior cases, both of which had been assigned  
13   to Judge Spero, Wells Fargo filed a Notice of Related Case in connection with the Interpleader  
14   Complaint. Judge Spero subsequently ordered the Interpleader Complaint reassigned to him.

15          7.       On February 21, 2006, the Hill Defendants answered the Interpleader  
16   Complaint and cross-claimed against the Apodaca Defendants.

17          8.       Over the course of several months, Wells Fargo unsuccessfully attempted  
18   to effect service of the Interpleader Complaint upon the Apodaca Defendants but did  
19   communicate with Apodaca and his designated representative by telephone and email. On May  
20   3, 2006, Apodaca sent a letter to the Court stating he wanted "nothing to do with" this action.  
21   The Apodaca Defendants have never appeared in this action.

22          9.       In an effort to conclude the litigation efficiently, Wells Fargo pursued and  
23   signed a stipulation with the Apodaca Defendants (the "Apodaca Stipulation"), which Wells  
24   Fargo filed on September 22, 2006. The Apodaca Stipulation is attached to this Stipulation and  
25   Proposed Order as Exhibit A, and incorporated here by this reference.

26          10.      As reflected in the Apodaca Stipulation and pursuant to this further  
27   stipulation between Wells Fargo and the Hill Defendants, all parties (Wells Fargo, the Apodaca

Defendants, and the Hill Defendants) agree that the Court may enter judgment on the Interpleader Complaint as follows:

a. The Coventry Capital Closing Payment is due and payable to Hill and Coventry Capital Nevis;

b. Wells Fargo is discharged from any and all liability arising out of either the Apodaca Defendants' or the Hill Defendants' claims to the Coventry Capital Shares and the Coventry Capital Closing Payment.

c. The Apodaca Defendants and the Hill Defendants will not take any action against Wells Fargo, Oracle or G-Log in connection with the Coventry Capital Shares or the Coventry Capital Closing Payment without further Order of the Court.

d. Wells Fargo, on the one hand, and the Apodaca Defendants on the other hand, release each other from any and all liability relating to the Coventry Capital Shares and the Coventry Capital Closing Payment, including costs and attorney's fees they may have incurred in this action.

e. Wells Fargo and the Apodaca Defendants are dismissed from the Interpleader Complaint.

11. Wells Fargo and the Hill Defendants separately agree that the Court may enter judgment on the Interpleader Complaint as follows:

a. The Court clerk shall disperse \$80,984 of the interpleaded funds to Wells Fargo as reimbursement for its reasonable attorney's fees and costs in connection with the Interpleader Complaint, check delivered to Bingham McCutchen, attention Geoff Howard, Three Embarcadero Center, San Francisco, CA 94111. The remainder of the interpleaded funds shall be dispersed to: "Commins Templeton & Webster, P.C. Trustees for Mallory P. Hill," check delivered to 400 Montgomery Street, Suite 200, San Francisco, CA 94104.

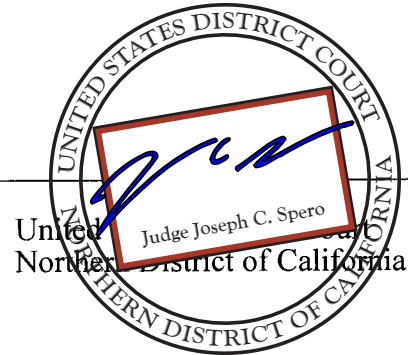
b. Wells Fargo, on the one hand, and the Hill Defendants on the other hand, release each other from any and all liability relating to the Coventry Capital Shares

1 and the Coventry Capital Closing, including, except as provided in paragraph 11.a.,  
2 above, any costs and attorney's fees they may have incurred in this action.

3 c. Wells Fargo and the Hill Defendants are dismissed from the  
4 Interpleader Complaint.

5  
6 The Court hereby finds and declares that the above stipulation reflects the  
7 agreements reached between all parties and adopts the provisions of paragraphs 10 (a)-(f) and  
8 11 (a)-(c) as the ORDER of this Court. The Interpleader Complaint shall be dismissed with  
9 prejudice as to all parties. **IT IS SO ORDERED.**

10 DATED: November 7, 2006.



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15 DATED: November 6, 2006.

COMMINS TEMPLETON & WEBSTER  
Professional Corporation

16  
17 By: /Kenneth C. Webster, Esq./  
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Attorneys for Defendants  
and Cross-Claimants  
Mallory P. Hill and  
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20 DATED: November 6, 2006.

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21  
22 By: /Sivan Gai, Esq./  
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Wells Fargo Bank, N.A.